

MORTGAGE DEED

Date 10/10 19 86

State of Alabama

County of Shelby SS.

Names and Addresses of Mortgagors	Name & Address of Mortgagee
<p>1303            Sadis C. + Rosie Sue Justice            Rt 1 Box 136            Vandiver Al 35176</p>	<p>Guaranty Pest Control Inc            PO Box 805            Bessemer Al 35021</p>

This indenture made on the date set forth above between the Mortgagors and the Mortgagee.

WITNESSETH: That for the purpose of securing (1) The payment of a certain indebtedness evidenced by a Home Improvement Retail Installment Contract of even date herewith made by Mortgagor in favor of Mortgagee in the amount of Three hundred Dollars (\$ 300.00), payable in 12 consecutive monthly installments beginning on the 10 day of November, 1986 and continuing in the same day of each succeeding month until paid; the final installment is due on Oct 10, 1987. The first payment is in the amount of \$ 35.16 and all remaining installments are in the amount of \$ 35.16. Said contract is made a part hereof by reference. (2) The performance of all other agreements in the original contract, subsequent or renewal contract, and the performance of Mortgagor's covenants and agreements herein contained, including the payment of all amounts advanced for protection of the security, MORTGAGORS HAVE BARGAINED AND SOLD, AND DO HEREBY GRANT, BARGAIN, SELL, ASSIGN, AND CONVEY unto Mortgagee its successors and assigns the following described real estate situated in the County of Shelby State of Alabama:

Commence at a found iron corner which marks the SW corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 11, T 18S, R 1 E, Shelby County, Alabama; thence run Northerly along the West line of said section and  $\frac{1}{4}$ - $\frac{1}{4}$  for 184.89' to an iron pin found; thence right 86 deg. 55' 53" in an Easterly direction for 632.62' to an iron pin found on the West R.O.W. of Alabama Highway No. 25; thence right 98 deg. 54' 45" in a Southerly direction on a chord along the West R.O.W. of said highway for 195.20' to an iron found; thence right 81 deg. 51' 26" in a Westerly direction along the South line of the aforementioned  $\frac{1}{4}$ - $\frac{1}{4}$  for 612.33' to an iron found and the Point of Beginning of the parcel herein described; said parcel contains 2.70 acres, more or less, and lies entirely in the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 11, T 18 S, R 1 E, Shelby County, Alabama.

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TOGETHER with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any way appertaining, and all fixtures now or hereafter attached to or used in connection with the premises herein described.

TO HAVE AND TO HOLD the premises and every part thereof unto Mortgagee, its successors and assigns forever.

FOR THE PURPOSE OF FURTHER SECURING the indebtedness hereby secured, Mortgagors agree to pay all taxes, assessments, liens, obligations, prior encumbrances and any charges whatsoever against the above described real estate as they become due, and also agree to maintain insurance in such form and amounts as may be satisfactory to Mortgagee with loss, if any, payable to Mortgagee as its interest may appear.

If Mortgagors fail to make any of the above mentioned payments or fail to maintain satisfactory insurance, Mortgagee may, but is not obligated to, make such payments or effect such insurance in Mortgagee's own name, and such payments and such expenditures for insurance shall become a part of the indebtedness hereby secured.

MORTGAGORS FURTHER AGREE to take good care of the premises described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

ON THE CONDITION, however, that if Mortgagors pay the indebtedness secured by this mortgage and do and perform all other acts and things herein agreed to be done, this conveyance shall be null and void.

IF MORTGAGORS DEFAULT in the payment of any installment as scheduled or extended or fail to satisfy any other obligation, the entire indebtedness owing to Mortgagee shall, at the option of the Mortgagee, without notice or demand, become immediately due and payable.

Upon such default, at the option of the Mortgagee, this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in the case of past due mortgages; and Mortgagee shall be authorized to take possession of the premises hereby conveyed and after giving twenty-one (21) days notice by publication once a week for three (3) consecutive weeks of the time, place and terms of sale, by publication in some newspaper published in the county where the property is located, to sell the same in front of the courthouse door of the county wherein the property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, if this mortgage is referred to an attorney not a salaried employee of Mortgagee for collection and the amount Financed under said note exceeds \$300, to the payment of a reasonable attorney's fee actually incurred not exceeding 15% of the unpaid debt after default; Second, to the payment in full of the indebtedness hereby secured; and Third, the balance, if any, to be turned over the Mortgagors. Mortgagors agree further that Mortgagee, its agents or assigns may bid at said sale and purchase said property if it is the highest bidder therefor.

Mortgagors waive all marital rights, homestead exemption and any other exemption under Alabama law.

In construing this mortgage the gender and number of words may be changed to meet the context.

The covenants, agreements and conditions in this mortgage shall extend to and be binding upon Mortgagors and all persons claiming by through and under them, and all of the covenants hereof shall inure to the benefit of Mortgagee, its successors and assigns.

IN WITNESS WHEREOF the undersigned set their hands and seals on the date first given above.

Sadie C. Justice (Seal)  
Rosie Sue Justice (Seal)

STATE OF ALABAMA, COUNTY OF Shelby SS:

I, Quinton M. Owen, a Notary Public in and for said County, in said State, hereby certify that

Sadie C. + Rosie Sue Justice whose name(s) (is are) signed to the foregoing conveyance, and who (is are) known to me, acknowledged before me on this day and being informed of the contents of the conveyance, (he, she, they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of Oct, 19 86.

Quinton M Owen Notary Public  
My Commission Expires 11/19/88  
ASSIGNMENT



For value received the undersigned hereby sells, transfers and assigns to City Finance Co. of Ala. Inc.

all rights, title and interest in and to the within mortgage together with the indebtedness secured thereby.

Executed this 23rd day of October, 19 86.

By: Lela A. Cape Corp. Sec.  
Guaranty Pest Control Inc.

CORPORATE ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF Jefferson SS:

I, Jean B. Ekes, a Notary Public, in and for said county, and state, hereby certify that

whose name as Lela A. Cape Corp. Sec. of Guaranty Pest Control Inc. a corporation, is signed to the foregoing ASSIGNMENT and who is known to me acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23 day of October

my Comm. exp. 9-6-88 Jean B. Ekes Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED

1986 NOV 18 PM 4:44  
JUDGE OF PROBATE

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA, COUNTY OF \_\_\_\_\_ SS:

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that

whose name(s) (is are) signed to the foregoing ASSIGNMENT, and who (is are) known to me, acknowledged before me on this day and being informed of the contents of the conveyance, (he, she, they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Prepared By:  
Nancy Antinard  
Guaranty Pest Control Inc.  
P O Box 805 Bessemer AL 35021

After Recording Return To:  
City Finance Co of Ala Inc  
P O Box 39069  
Bham AL 35208

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NOTARY TAX - 60  
Fee 5.00  
Jud 1.00  
6.60